

REQUEST FOR PROPOSALS
19-03
Design Build Services for Westminster
Magistrates Office



Oconee County, SC
Issued: January 16, 2020

OCONEE COUNTY, SOUTH CAROLINA

Design Build Services for the
Westminster Magistrates Office Building

RFP DUE DATE/TIME: **Tuesday, February 11, 2020 @ 2:00 pm**

PRE-PROPOSAL MEETING: Thursday, January 23, 2020 @ 11:00am
1606 East Main St, Westminster, SC 29693

LAST DAY FOR QUESTIONS: Friday, January 24, 2020 @ 2:00pm

RFP NUMBER: 19-03

POINT OF RECEIPT: Procurement Office
Attn: Tronda C. Popham
Procurement Director
Oconee County Administration Offices
415 South Pine Street
Walhalla, SC 29691

Inquiries - All inquiries concerning this proposal shall be addressed to the Procurement Office. **Contact with other departments or County representatives without permission of the Procurement Director may render your proposal void.**

An **original and six (6) bound copies** of your proposal shall be submitted by the due date above. Outside of package must be clearly marked with RFP number and project description above.

If downloading this solicitation from our website, it is the responsibility of the Proposer to email our office at tpopham@oconeesc.com to be registered as a potential proposer to receive any subsequent amendments.

Oconee County complies with all South Carolina and Federal laws that prohibit discrimination on the basis of race, sex, age, religion, color, national origin and disability.

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SECTION 1

GENERAL INFORMATION & INSTRUCTIONS

1) DEFINITIONS:

- a) Oconee County hereinafter will be referred to as “County.”
- b) “Proposer” shall be any entity or individual submitting a proposal for the pending solicitation.
- c) All references to days in this solicitation mean calendar days, unless otherwise stated.
- d) All references to “shall,” “must,” and “will” are to be interpreted as mandatory language.
- e) Request for Proposals is a procurement method selected for this pending solicitation and will be referred to as the “RFP.”
- f) “Successful Proposer” shall be the successful Proposer with whom the Design Build Contract is entered by the County.

2) PURPOSE

- a) The County seeks proposals from qualified Contractors to provide Design Build Construction services to renovate an existing building, located in Westminster, SC, to be used as the Westminster Magistrates Office, in accordance with the specifications and conditions contained in this RFP Package.
- b) This RFP has been compiled for the purpose of providing information, requirements, guidelines, specifications, and other data that can be used by Proposers who wish to submit a proposal for consideration.

3) INSTRUCTIONS

- a) The Proposer shall submit seven (7) sealed proposals, one clearly marked as “Original”, and six (6) copies, enclosed and secured in an envelope/package. The Proposer shall clearly mark and display the Proposer’s name and address, the RFP number and the project identification on outside of envelope/package. Oconee County **shall not** be responsible for unidentified proposals. Proposals shall be addressed to:

Tronda C. Popham, Procurement Director
Oconee County Procurement Office
415 South Pine Street
Walhalla, SC 29691

Hand delivered proposals should be delivered to the same above-referenced address.

- b) The Proposer shall submit the proposal to the Oconee County Procurement Office no later than **Tuesday, February 11, 2020 at 2:00 PM EST** at which time all proposals will be opened and **only the names of the Proposers will be announced**. Proposals received later than the deadline will not be considered and will be returned unopened. Proposers mailing their proposal must allow a sufficient mail delivery period to insure timely receipt of their proposal. Oconee County is not responsible for proposals delayed by mail and delivery services.
- c) Prices and quotations included in the proposal shall remain firm for not less than one hundred twenty (120) calendar days from proposal deadline stated above.
- d) The County shall not be liable for any costs associated with the preparation of responses to this solicitation; therefore, all costs shall be borne by the Proposer.
- e) **Pre-proposal Conference** – There shall be a NON-MANDATORY pre-proposal conference on Thursday, January 23, 2020 @ 11:00 am at the proposed site of the Westminster Magistrates Office Building, 1606 East Main Street. Westminster. SC 29693. There will be County staff present to answer questions. This is a Non-Mandatory conference. If any contractors are unable to attend, they may still

visit the site, but may not ask any questions of County staff during the individual visit. Any additional questions must be submitted via email to Tronda C. Popham, Procurement Director, tpopham@oconeesc.com before the deadline to submit questions of **Friday, January 24, 2020 @ 2:00 pm.**

- f) It is the intent and purpose of the County that this solicitation promote competition. It shall be the Proposer's responsibility to advise the Procurement Director, in writing, if any language or requirements, or any combination thereof, inadvertently restricts or limits this solicitation to a single source. Such notification shall be submitted in writing, and must be received by the Procurement Director at least five calendar (5) days prior to proposal receipt date. A review of such notification shall be made by the Procurement Director.
- g) Prior to submitting a proposal, each Proposer shall carefully examine the RFP document, study and thoroughly familiarize himself/herself with the specifications/requirements of the RFP and the Contract Documents and notify Oconee County of any conflicts, errors, or discrepancies.
- h) By submission of a proposal, the Proposer guarantees that all goods and services meet the requirements of the RFP during the contract period.
- i) Failure to submit all required information may be determined as a non-responsive proposal.
- j) Any Proposer may withdraw its proposal prior to the closing time for the receipt of proposals. Correction or withdrawal of inadvertently erroneous proposals before or after the opening date, or cancellation of awards or contracts based on such mistakes, may be permitted subject to the following:
 - i) Appropriate mistakes discovered by the Proposer before proposal opening may be modified or withdrawn by submitting written notice to the Procurement Department prior to the time set for proposal opening.
 - ii) After opening, no changes in prices or other provisions of proposals prejudicial to the interest of the County shall be permitted.
 - iii) Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of proposals, or to cancel awards, or contracts, after award but prior to performance shall be supported by a written determination made by the Procurement Director.
- k) The Proposer shall follow the following directions for proposal preparation:
 - i) All proposals shall be complete and carefully worded, and must convey all of the information requested by the County. If significant errors are found in the proposal, or if the proposal fails to conform to the essential requirements of the RFP, the County and the County alone, will be the judge as to whether that variance is significant enough to reject the proposal.
 - ii) Proposals are to be prepared simply and in a manner designed to provide the County with a straightforward presentation of the Proposer's capability to satisfy the requirements of this RFP. The Proposer's proposal must, therefore, follow the RFP format, utilizing the same section titles, schedules, and paragraphs.
 - iii) The Proposer must clearly mark as "**Confidential**" each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act (SCFOIA) as set forth in Chapter 4, Title 30, of the South Carolina Code of Laws, 1976, as amended. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.
 - iv) The Proposer shall make its proposal in the official name of the entity or individual under which business is conducted (showing official business address).
 - v) The Proposer shall include on the proposal the Federal Employer Identification Number (FEIN) and the DUNS number of the entity issuing the proposal (or in the absence of a FEIN and DUNS numbers, the Social Security Number of the individual issuing the proposal).

- vi) The Proposer shall include all applicable requested information and is encouraged to include any additional information the Proposer wishes to be considered. If the proposal includes any comments over and above the specific information requested in our RFP, the Proposer shall include this information as a separate appendix to the proposal.
- vii) The Proposer shall clearly write in ink or type-write all prices and quotations
- viii) A person duly authorized to legally bind the Proposer shall execute all required documents in ink.
- ix) Each copy of the proposal should be bound in a single volume where practical.
- l) A Request for Proposals may result in additional negotiations. To maintain the integrity of the procurement process, all contacts and discussions shall be directed to the Procurement Director.
- m) Verbal comments or discussions by County personnel relative to this solicitation shall not be binding on the County.

4) EVALUATION AND AWARD CRITERIA

a) EVALUATION TEAM

A duly appointed Evaluation Team will conduct proposal evaluations.

b) AWARD CRITERIA

The Evaluation Team shall evaluate each of the Proposals using the criteria set forth in **Exhibit A** attached hereto. The County reserves the right to request Proposers to appear for an additional presentation followed by a question and answer period, in order to further evaluate qualifications. The additional presentations, if any, will also be scored and combined with prior scoring to determine the successful Proposer. The County is not obligated to accept the lowest cost proposal. The County may also award to other than the highest ranked proposer if the price submitted by that proposer is more than the budget available for the project. The award of the contract, if awarded, will be made to the Proposer providing the most responsive, responsible proposal that provides the best overall value and service. The award, if awarded, will take into consideration several factors, including the soundness and flexibility of the proposal, functional capability, quality of performance, quality of service, the time specified in the proposal for the performance of the contract, ability to provide support, overall cost, and the Proposer's references. **The County reserves the right to reject all proposals or accept such proposals, as appears in its own best interest, and to waive technicalities or irregularities of any kind in the proposal.** The Evaluation Team will make their recommendation to the full County Council, if applicable. The County Council has the right to accept or refuse the Evaluation Team's recommendation.

c) NOTICE OF AWARD

If awarded, the Notice of Award will be posted on the County's website at:

<https://oconeesc.com/procurement-home> .

5) PRELIMINARY MATTERS

a) EXECUTION OF AGREEMENT.

The Successful Proposer shall sign and deliver the Agreement and such other required Contract Documents to the County within ten (10) Calendar Days after the Notice of Award has been received by the Proposer.

b) DELIVERY OF CERTIFICATES OF INSURANCE AND BONDS.

When the Successful Proposer delivers the executed Agreement to the County, the Successful Proposer shall also deliver to the County such Payment Bonds, Performance Bonds, and Certificates of Insurance as may be required.

- c) BEFORE STARTING CONSTRUCTION.
 - i) Before undertaking each part of the Work, the Successful Proposer shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The Successful Proposer shall immediately report in writing to the County any conflict, error or discrepancy which the Successful Proposer may discover.
 - ii) Within twenty (20) Calendar Days after delivery of the executed Agreement by the County to the Successful Proposer, the Successful Proposer shall submit to the County for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Design Build process and a preliminary schedule of submissions.

6) GENERAL INFORMATION AND REQUIREMENTS

a) AFFIRMATIVE ACTION.

The Successful Proposer shall take affirmative action in complying with all Federal, State and County requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard to or discrimination by reasons of race, color, sex, religion, national origin and/or physical handicap.

b) AMBIGUOUS OFFERS.

Proposals that are uncertain as to terms, delivery, compliance requirements, and/or specifications, may be rejected or otherwise disregarded.

c) EXPLANATION TO PROSPECTIVE PROPOSERS.

- i) Every effort has been made to ensure that all information needed is included in this RFP. If the Proposer finds that he/she cannot complete his/her response without additional information, he/she may submit written questions to the issuing office on or before the deadline set forth herein. No further questions will be accepted after that date.
- ii) Any prospective Proposer desiring an explanation or interpretation of the RFP, shall request in writing, five (5) days prior to proposal receipt date, which will allow a reply to reach all prospective Proposers before submission of their proposal.
- iii) Oral explanations and/or instructions given before the award of the contract shall not be binding. Any information given to a prospective Proposer about this solicitation shall be promptly furnished to other prospective Proposers as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective Proposers.

d) AMENDMENTS.

All amendments to and interpretations of this solicitation shall be in writing and signed by the County. Any amendments or interpretations that are not signed and in writing shall not legally bind the County or its agents. It is the Proposer's responsibility to acknowledge receipt of amendments by signing and returning one (1) copy of the amendment by letter, scanned email, or fax to the Procurement Director.

e) DISCUSSIONS.

By a submission of a response to this solicitation, Proposer agrees that during the time following issuance of the solicitation and prior to final award of contract, Proposer shall not discuss this procurement with any party except the Procurement Director. Proposer shall not attempt to negotiate with any other parties, and shall not discuss any aspects of the procurement without prior written approval of the Procurement Director.

- f) AWARDING POLICY.
- i) The award of the contract shall be made in accordance with provisions of the Code of Ordinances of Oconee County, South Carolina, to the responsive, responsible Proposer whose proposal is determined to be the most advantageous to the County based on the criteria discussed above. However, the County reserves the right to reject any and all proposals received, and in all cases, the County shall be the sole judge as to whether a Proposer's proposal has or has not satisfactorily met the requirements of this RFP.
 - ii) If awarded, this contract will be awarded to the responsible and responsive Proposer whose proposal is determined in writing to be in the best interest of Oconee County. Oconee County will be the sole judge as to whether a proposal has or has not satisfactorily met the requirements of this RFP. The document that will form the contract shall include this entire solicitation, all applicable amendments, and the successful Proposer's proposal.
- g) REJECTION OR ACCEPTANCE OF PROPOSALS; WAIVER OF TECHNICALITIES AND IRREGULARITIES.
- i) The County shall reserve the unqualified right to reject any and all proposals or accept such proposals, as appears in the County's own best interest.
 - ii) The County shall reserve the unqualified right to waive technicalities or irregularities of any kind in solicitations made pursuant to this RFP.
 - iii) In all cases, the County shall be the sole judge as to whether a proposer's proposal has or has not satisfactorily met the requirements to solicitations made pursuant to this RFP.
 - iv) The County may reject any proposal that fails to conform to the essential requirements of the RFP.
 - v) The County may reject any proposal that does not conform to the applicable *specifications* unless the RFP authorized the submission of alternate Proposals and the services offered as alternates meet the requirements specified in the RFP.
 - vi) The County may reject any proposal that fails to conform to any delivery schedule or permissible alternates stated in the RFP.
 - vii) The County may reject a proposal when the Proposer imposes conditions that would modify requirements of the invitation or limit the Proposer's liability to the County, since to allow the Proposer to impose such conditions would be prejudicial to other Proposers. For example, the County may reject proposals in which the Proposer:
 - (1) Protects against future changes in conditions, such as increased costs, if total possible costs to the County cannot be determined;
 - (2) Fails to state a fee schedule, if one is required.
 - viii) A Proposer may be requested to delete objectionable conditions from a proposal provided the conditions do not go to the substance, as distinguished from the form of the proposal, or work an injustice on other Proposers. A condition goes to the substance of a proposal where it affects price, quality, or delivery of the services offered.
 - ix) Any proposal may be rejected if the Procurement Director determines in writing that it is unreasonable as to price. Unreasonableness of price includes not only the total price of the proposal, but the prices for any individual line items as well.
 - x) Any proposal may be rejected if the prices for any line items or sub-line items are materially unbalanced.
 - xi) Proposals received from any person or concern that is suspended, debarred, proposed for debarment or declared ineligible as of the proposal opening date shall be rejected unless a compelling reason determination is made.

- xii) The Procurement Director must reject Proposals received from entities determined to be non-responsible.
- xiii) The originals of all rejected Proposals, and any written findings with respect to such rejections, shall be preserved with the papers relating to the RFP.
- h) After submitting a proposal, if all of a Proposer's assets or that part related to the proposal are transferred during the period between the proposal opening and the award, the transferee may not be able to take over the proposal. Accordingly, the Procurement Director shall reject the proposal unless merger, operation of law or other means not barred by law effects the transfer.
- i) **PROTEST PROCEDURE**
 - i) **Right to Protest.** Any actual or prospective offeror or Proposer who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Director, except as otherwise stated in this section. The protest shall be submitted in writing within seven (7) calendar days after such aggrieved prospective offeror, or Proposer knows or should have known of the facts giving rise thereto.
 - ii) **Authority to Resolve Protests.** The Procurement Director shall have authority to settle and resolve a protest by an aggrieved offeror or Proposer, actual or prospective, concerning the solicitation or award of a contract.
 - iii) **Decision on Protests.** If the protest is not resolved by mutual agreement, the Procurement Director shall issue a decision in writing within ten (10) calendar days. The decision shall: (a) state the reasons for the action taken; and (b) inform the protestant of the protestant's rights to appeal the decision of the Procurement Director as provided in this Section.
 - iv) **Notice of Decision on Protests.** A copy of the decision of this Section shall be mailed or otherwise furnished to the protestant.
 - v) **Finality of Decision on Protests.** A decision under this Section shall be final and conclusive, unless a business adversely affected by the decision appeals administratively to the County Council in accordance with the Oconee County Code of Ordinances.
- j) **COMPLETE DOCUMENTS.**

All supplementary documents and attachments are essential parts of this RFP and requirements occurring in one are as binding as though occurring in all.
- k) **CONTRACT ADMINISTRATION.**

Questions or problems arising after award of this contract shall be directed to the Procurement Director by calling 864-638-4141. Copies of all correspondence concerning this contract shall be sent to the Procurement Director, 415 S. Pine Street, Walhalla, SC 29691. All change orders must be authorized in writing by the Procurement Director. Oconee County shall not be bound to any change in the original purchase order or contract without prior written approval of the Procurement Director.
- l) **COVENANT AGAINST CONTINGENT FEES.**

The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- m) **DEFAULT.**

In case of default by the Successful Proposer, the County reserves the right to purchase any or all services in open market, charging said Proposer with any excess costs. Should such charges be assessed,

no subsequent Proposals of the defaulting Proposer shall be considered until the assessed charges have been satisfied.

n) SUBCONTRACTS.

Proposer shall not subcontract work hereunder without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void. If Proposer proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed Subcontractor, with the proposed scope of work which its Subcontractor is to undertake. The County shall have the right to reject any Subcontractor which it considers unable or unsuitable to satisfactorily perform its duties. Proposer shall not enter into any cost reimbursable agreements with any proposed Subcontractor without County's prior written authorization. Notwithstanding any consent by the County to a proposed subcontract, Proposer shall remain responsible for all subcontracted work and services. Proposer agrees it shall be as fully responsible to the County for the acts and omission of its Subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Proposer. Neither this provision, the agreement, the County's authorization of Proposer's agreement with Subcontractor, County's inspection of a subcontractor's facilities or work, or any other action taken by the County in relation to a Subcontractor shall create any contractual relationship between any Subcontractor and the County. Proposer shall include in each of its subcontracts a provision embodying the substance of this provision and shall exhibit a copy thereof to the County before commencement of any work by a Subcontractor. Proposer's violation of this provision shall be grounds for the County's termination of this agreement for default, without notice or opportunity for cure. In addition, Proposer indemnifies and holds the County harmless from and against any claims (threatened, alleged, or actual) made by any Subcontractor of Proposer (of any tier) for compensation, damages, or otherwise, including any cost incurred by the County to investigate, defend, or settle any such claim.

o) INSURANCE REQUIREMENTS.

The Successful Proposer shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of the County by the Successful Proposer, his agents, representatives, employees or subcontractors. A Certificate of Insurance shall be submitted within ten (10) Calendar Days after the Notice of Award has been received by the Proposer and such coverage shall be maintained by the Successful Proposer for the duration of the contract period; for occurrence policies.

Commercial General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.

Minimum Limits:

- \$2,000,000 General Aggregate Limit
- \$2,000,000 Products & Completed Operations
- \$1,000,000 Personal & Advertising Injury
- \$1,000,000 Each Occurrence Limit
- \$50,000 Fire Damage Limit
- \$5,000 Medical Expense Limit

Business Commercial Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Successful Proposer, his agents, representatives, employees or subcontractors.

Minimum Limits:

- \$1,000,000 Combined Single Limit
- \$1,000,000 Each Occurrence Limit
- \$5,000 Medical Expense Limit

Workers' Compensation

Limits as required by the Workers' Compensation Act of SC, to include state's endorsement for businesses outside of SC. Employer's Liability, \$1,000,000.

Professional Liability (if Engineering or Professional Services are required)

Minimum limits are \$1,000,000 per occurrence.

Insurance Coverage Provisions

- i) All deductibles or self-insured retention shall appear on the certificate(s).
 - ii) Oconee County, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
 - iii) The Successful Proposer's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
 - iv) Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
 - v) All coverage for subcontractors of the Successful Proposer shall be subject to all of the requirements stated herein.
 - vi) All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the Successful Proposer shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
 - vii) Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
 - viii) The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
 - ix) The Successful Proposer shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
 - x) All insurance shall be placed with insurers who are lawfully authorized to do business in the state of SC, and who maintain an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from the County's Risk Manager.
- p) **PERFORMANCE AND PAYMENT BONDS.**

The Successful Proposer (Contractor) shall execute and present to the County a Performance Bond and Payment Bond as security for the faithful performance and payment of all obligations under the Contract Documents. These Bonds shall be in amounts at least equal to one hundred percent (100%) of the Contract Sum and (except as may be otherwise provided in the General Conditions, or by proper modification) with such sureties as are licensed to conduct business in the State of South Carolina and named in the current list of Department of the Treasury's Listing of Approved Sureties (Department Circular 570), latest revision, as published by the U.S. Treasury Department, Financial Management Service and located at <http://www.fms.treas.gov/c570/c570.html>.

The Performance Bond shall remain in effect during the Term of the Agreement. If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business in South Carolina is revoked, the Contractor shall within five (5) Calendar Days thereafter substitute another Bond and Surety, both of which shall meet all requirements set forth herein and shall be acceptable to the County.

q) ASSIGNMENT OF AGREEMENT.

No agreement may be assigned, sublet, or transferred without the prior written consent of the County. This RFP package, the negotiated results documented in writing, and the winning Proposer's proposal shall constitute the entire agreement.

r) STATEMENT OF COMPLIANCE AND ASSURANCES.

i) Proposers to be eligible for consideration shall be required to certify in writing, that the firm or agency represented in the proposal submitted, complies with all applicable federal and state laws/regulations and County ordinances.

ii) Proposers shall be required to provide with each proposal, a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this agreement.

iii) A statement of Assurance, Compliance and Non-collusion, a copy of which is attached hereto as **Exhibit B**, along with other statements and certifications shall be provided to Proposers and be part of each solicitation and shall be part of this agreement.

s) DRUG FREE WORKPLACE ACT.

It is the intent of the County to comply with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, and shall apply to all procurement actions involving an award for FIFTY THOUSAND dollars, (\$50,000.00) or more. Proposers shall be required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act, a copy of which is attached hereto as **Exhibit C**. Failure to comply with this requirement shall result in rejection of a proposal.

t) EXAMINATION OF RECORDS.

The Oconee County Administrator or his duly authorized representative(s), and/or duly authorized representative from the Procurement Office shall until three (3) years after final payment under the agreement resulting from this RFP, have access to and the right to papers and other records involving transactions related to the agreement to be awarded hereunder.

u) 6% SOUTH CAROLINA SALES TAX.

Oconee County is subject to South Carolina Sales Tax on all purchases of goods and services. Therefore, 6% sales tax must be added to all orders. When applicable, net prices as shown in the proposal shall exclude such Federal and State Tax amounts. By submission of a signed bid, the Proposer is certifying, under penalties of perjury, that the Proposer complies with Title 12, Chapter 36, Article 1 of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. The Proposer's signature below will certify to the County the Proposer's compliance.

v) FAILURE TO SUBMIT PROPOSAL.

Recipients of this solicitation not responding with a proposal should return the "No Proposal" form attached as **Exhibit D** hereto. If a recipient does not submit a proposal or fails to respond by submitting a "no proposal" for three (3) consecutive proposals for the same commodity, they shall be removed from the applicable Proposer list.

w) NON-APPROPRIATION

In case of non-appropriation of funds from the County, the federal government or otherwise, the County may terminate the Design Build Agreement in whole or in part without further obligation to the Proposer.

x) FORCE MAJEURE.

The Proposer shall not be liable for any excess costs if the failure to perform the agreement resulting from this RFP arises out of causes beyond the control and without fault or negligence of the Proposer, including an act of God, earthquake, flood, cyclone or other cataclysmic phenomenon of nature, a rain,

windstorm, high water or other natural phenomenon of unusual intensity for the locality where the Work is to be performed, but which might reasonably have been anticipated from historical records of the general locality shall not be construed as an act of God, the act of the public enemy, fire, explosion, perils of the sea, war, riot, sabotage, acts of governmental authorities, embargo, or any other circumstances of like or different character beyond the reasonable control of the Proposer, or by interruption or delay in transportation, labor trouble of a supplier from whatever cause arising and whether or not the demands of the employees involved are reasonable and within the affected party's power to concede or compliance with any order or request of any governmental officer, department, agency or committee. Provided; however, that any failure which the Proposer intends to rely upon as an excuse for failure to perform or failure to perform in a timely manner, shall only be considered by the County if the Proposer has given the County written notice of intention to rely upon such act within ten (10) Calendar Days after the occurrence giving rise to the delay. Upon the occasion of such event, the parties shall meet and confer and any additional time necessary shall be fixed by the County, which determination shall be final.

y) **IMPROPER INFLUENCE AND PROHIBITION OF GRATUITIES.**

i) Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the Procurement Director is hereby prohibited. Violation of this provision may result in suspension or debarment.

ii) Section 8-13-720, as amended, of the 1976 Code of Laws of South Carolina states:

No person may offer or pay to a public official, public member, or public employee and no public official, public member, or public employee may solicit or receive money in addition to that received by the public official, public member, or public employee in his official capacity for advice or assistance given in the course of his employment as a public official, public member, or public employee.

z) **INDEMNIFICATION.**

Proposer shall indemnify, defend and hold harmless the County, its employees, council members, agents, attorneys, and officers, each from and against all loss, damage, claims, and actions, and all expenses, including, but not limited to, attorney's fees and costs, incidental to such claims or actions, including but not limited to liability as a result of injury to or death of any person, based upon or arising out of damage to property or injuries to persons or other tortious acts caused or contributed to by the Proposer or anyone acting under its direction or control or in its behalf in the course of its performance under the agreement to be entered hereunder, and directly or indirectly caused, in whole or in part, by acts or omissions, negligence or otherwise, of Proposer or an agent of the Proposer or an employee of anyone of them, regardless of the negligence of the County or its employees, be it active or passive, except where such loss, cost, damage, claim, expense, or liability arises from the sole gross negligence or willful misconduct of the County. Upon request of the County, Proposer shall, at no cost or expense to the County, defend any suit asserting a claim for any loss, damage or liability specified above, and Proposer shall pay any cost and attorneys' fees that may be incurred by the County in connection with any such claim or suit or in enforcing the indemnity granted above.

aa) **PROPOSER'S QUALIFICATIONS.**

Proposals shall be considered only from Proposers who are regularly established in the business called for, and who in the judgment of the County are financially responsible and able to show evidence of their reliability, ability, experience, facility and personnel directly employed or supervised by the Proposer. Proposer must be able to render prompt and satisfactory service in the volume called for under the agreement. County may make such investigation, as it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County all such information and data as the County may request, including, if requested, a detailed description of the method and program of the work which the Proposer proposes to use. The County reserves the right to reject any

proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein. Conditional proposals will not be accepted.

bb) PROPOSER'S RESPONSIBILITY.

Each Proposer shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. The failure or omission of a Proposer to acquaint itself with existing conditions shall in no way relieve the Proposer of any obligation with respect to this solicitation or agreement.

cc) PUBLICITY RELEASES.

Proposer agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the County. The Proposer shall not have the right to include the County's name in its published list of customers without prior approval of the County. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the County. The Proposer also agrees not to publish, or cite in any form, any comments or quotes from the County Staff, unless it is a direct quote from the County Administrator.

dd) SEVERABILITY.

If any term or provision of any agreement resulting from this solicitation shall be found to be illegal or enforceable, notwithstanding any such legality or enforceability, the remainder of said agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable therefrom.

ee) NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT.

The form attached as **Exhibit E** must be completed by any Proposers that do not have a business that resides in South Carolina.

ff) ILLEGAL IMMIGRATION REFORM ACT.

By submittal of this proposal, the Proposer is hereby certifying that the Proposer is in compliance with Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended, or that this law is inapplicable to the Proposer and the Proposer's subcontractors. An overview of this law is available at www.procurementlaw.sc.gov/immigration. The Successful Proposer shall be in full compliance with the requirements set forth in Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended, and the Successful Proposer agrees to provide to the County any documentation required to establish either: (a) Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended, is inapplicable to the Successful Proposer or any subcontractor or sub-subcontractor of the Successful Proposer; or (b) the Successful Proposer and any subcontractor or sub-subcontractor of the Successful Proposer is in full compliance with Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended. The Successful Proposer will, at all times during the Term, be in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Successful Proposer shall indemnify, hold harmless and defend the County against any and all actions, proceedings, penalties or claims arising out of the Successful Proposer's failure to strictly comply with IRCA or Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended.

gg) SOUTH CAROLINA LAW CLAUSE.

Upon award of a contract under this proposal, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business within the State. Notwithstanding the fact that applicable statutes may exempt or exclude the Proposer from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the Proposer agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to

the liability for taxes, licenses, or fees levied by the State.

hh) CONFIDENTIAL INFORMATION.

The County will mark as "**Confidential**" any information which the County considers to be proprietary, confidential information (the "County's Confidential Information"). The County's Confidential Information which may be as part of this RFP, or otherwise provided as a part of the procurement process, is the property of the County. Without the prior written consent of the County, the Proposer will not, at any time, use, publish, sell, deliver or otherwise disclose the County's Confidential Information to any third party or for the benefit of anyone other than the County. The Proposer will promptly advise the County in writing if it learns of any unauthorized use or disclosure of the County's Confidential Information. The County's Confidential Information is and shall continue to be the exclusive property of the County. Immediately upon the Award, the Proposer, if not the Successful Proposer, shall deliver to the County or certify the destruction or permanent deletion of all the County's Confidential Information and all copies of the County's Confidential Information, in any media or format, then in its actual or constructive possession or control and the Proposer shall cease using any of the County's Confidential Information, at any time, when so requested by the County.

The Proposer shall indemnify and hold harmless the County or anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of any unauthorized use or disclosure of the County's Confidential Information by the Proposer and shall defend all such claims in connection with any alleged infringement of such rights.

The undersigned Proposer has read and understands the provisions contained herein and agrees to be bound by same.

PROPOSER

(Name of Corporation or Entity)

By: _____

Name: _____

Title: _____

THIS PAGE MUST BE SIGNED AND RETURNED WITH PROPOSAL

EXHIBIT A

EVALUATION CRITERIA

Note: The proposals will be publicly opened. Only the names of the proposers will be disclosed at the opening. Contents of the proposal shall not be disclosed during the evaluation or negotiation phases. Proposals shall be available for public inspection after award of the agreement. Proposals must be clearly marked “*CONFIDENTIAL*” for each part of the proposal that is considered to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976, *as amended* (“South Carolina Freedom of Information Act”). If any part is designated as “*CONFIDENTIAL*”, there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure.

Oconee County shall evaluate each written proposal, determine whether oral discussions are necessary, then based on the content of the written proposal and any oral discussion, select the proposer best qualified for the project and which is most advantageous to Oconee County, based on the following factors listed below.

The evaluation criteria will be: (Sample Percentages Given – must add to 100%)

- 1. Qualifications/Capabilities of the Firm and Individuals within the firm – 30%**
- 2. Experience with similar projects and References – 25%**
- 3. Project Description and Schedule – 25%**
- 4. Compensation – 20%**

Oconee County reserves the right to accept and/or reject any and all proposals received as a result of this request, and to negotiate with any and all qualified proposers. An award resulting from this request shall be made to the responsive and responsible proposer whose proposal is determined to be in the best interests of Oconee County, taking into consideration the cost and the evaluation factors set forth herein. Oconee County will be the sole judge as to whether a proposal has satisfactorily met the requirements of this request for proposal.

Representatives of Oconee County will evaluate individual proposals. Any proposer determined to be technically unqualified, or whose proposal is deemed unresponsive, will not be considered further. Any proposer that has demonstrated poor performance during either a current or previous agreement with Oconee County may be considered as an unqualified source and their proposal may be rejected. Oconee County reserves the right to exercise this option as is deemed proper or necessary.

EXHIBIT B

Statement of Assurance, Compliance, and Non-Collusion

STATE OF _____)
COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

- (1) The undersigned, as Proposer, certifies that every provision of this proposal has been read and understood.
(2) The Proposer hereby provides the following representations and assurances:
(a) The Proposer represents that he has familiarized himself with and assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, the Work, the locality, local conditions, state, and local laws, ordinances, rules and regulations, as well as all applicable statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications which are applicable to the Project and the Work or that may in any manner affect performance of the Work, including, but not limited to those items listed in Section 9 of Exhibit B (Special Conditions) of the Agreement. The Proposer further represents that he has correlated his Proposal with the requirements of the Contract Documents; and
(b) The Proposer shall comply with all requirements, stipulations, terms and conditions as stated in the proposal/proposal document; and
(c) The Proposer currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this solicitation; did not participate in the development or drafting specifications, requirements, statement of work, etc. relating to this solicitation; and
(d) The Proposer has not colluded with other Proposers possibly interested in this proposal in arriving at or determining prices and conditions to be submitted; and
(e) No person associated with Proposer's firm is an employee of Oconee County. Should Proposer, or Proposer's firm have any currently existing agreements with the County, Proposer must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and
(f) Such agent as indicated below, is officially authorized to represent the firm in whose name the proposal is submitted.

(Name of Corporation or Entity)

By: _____

Date: _____

Print Name: _____

Title: _____

EXHIBIT C

RFP 19-03 DESIGN BUILD SERVICES FOR WESTMINSTER MAGISTRATES OFFICE BUILDING

DRUG FREE WORKPLACE ACT STATEMENT

The undersigned hereby certifies that he/she understands and is in full compliance with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, Paragraph 47 and the Drug-Free Workplace Act of 1988 (Public Law 100-690, title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and Department of Commerce implementing regulations published at 15 CFR Part 29, "Government-wide Requirements for Drug-Free Workplace (Financial Assistance)" (published in the Federal Register on November 26, 2003, 68 FR 66534).

(Name of Corporation or Entity)

By: _____

Date: _____

Print Name: _____

Title: _____

EXHIBIT D

RFP 19-03 DESIGN BUILD SERVICES FOR WESTMINSTER MAGISTRATES OFFICE BUILDING

NO RESPONSE

If a "No Proposal" is to be submitted, please check the appropriate box(es) below and return this form, prior to the proposal opening date, to:

Tronda C. Popham, Procurement Director
Oconee County Procurement Office
415 South Pine Street
Walhalla, SC 29691

Cannot respond to this solicitation due to the following reason:

- Do not sell or provide the requested goods or services
 - Cannot comply with specifications/statement of work
 - Specifications/statement of work is unclear
 - Cannot meet delivery or period of performance
 - Delivery/period of performance is unreasonable
 - Cannot meet the bond requirements
 - Not enough time to prepare proposal
 - Plan to subcontract
 - Job is too large
 - Job is too small
 - Other(please specify) _____
- _____
- _____

(Name of Corporation or Entity)

By: _____

Date: _____

Print Name: _____

Title: _____

Exhibit E



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER
REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING**

I-312
(Rev. 7/28/06)
3323

Mail to: The company or individual you are contracting with.

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____

2. Trade Name, if applicable (Doing Business As):

3. Mailing Address: _____

4. Federal Identification Number: _____

5. _____ Hiring or Contracting with:
Name: _____
Address: _____

_____ Receiving Rentals or Royalties From:
Name: _____
Address: _____

_____ Beneficiary of Trusts and Estates:
Name: _____
Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):
 The South Carolina Secretary of State or
 The South Carolina Department of Revenue
Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both. Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) _____ Date

If Corporate officer state title: _____

(Name - Please Print)

33231010

SECTION 2 INTRODUCTION & BACKGROUND

Oconee County is seeking competitive sealed Design Build proposals from qualified Proposers (Design Build Contractors) with the ability and capacity to design, construct, manage and provide all construction administration for the renovation of a single story building, approximately 5,702 square feet, located on a 1.274-acre parcel, located at 1606 East Main Street, Westminster, SC 29693.

Oconee County contracted with McMillan Pazdan and Smith to provide test fit options and conceptual drawings, see attachment #1 for exterior conceptual drawing and attachment #2 for interior drawing. These may change but will provide an idea of the look and design the County is looking for.

SECTION 3 SCOPE OF WORK & DESIGN BUILD REQUIREMENTS

A design-build concept will be used whereby the County, through a RFP process, shall select one firm to design/build for this project. The final architectural style, material and construction quality, and cost of the project shall be developed through a series of staff/board committee and designer/builder work sessions. This will enable the project to be developed through a progression of decisions. The Proposer will arrange for the Owner's review and obtain approvals of design documents at specified intervals during design development. The Proposer will conduct progress review meetings with the Owner to include:

- Schematic conceptual reviews
- Design Development reviews
- Construction Document development reviews

CODES, PERMITS, FEES AND INSPECTIONS

- The Proposer will be responsible to ensure that the design details and construction methods meet all applicable code requirements. It is not the intent of this RFP to violate any codes or laws. In the event of an inadvertent conflict between this RFP's requirements and codes and/or laws, the Proposer shall comply with all codes and laws.
- The Proposer will interface with local authorities, and utility companies as required.
- The Proposer will identify and obtain all reviews and permits applicable to the design and construction.
- The Proposer will pay all fees, including but not limited to: building permit fees and plan review fees.

EXECUTION OF THE WORK

The Proposer will complete the following:

- develop schematic conceptual designs
- develop construction documents
- execute and hold all subcontracts
- provide all labor, materials and equipment
- perform all construction work
- obtain the Owner's review and approval of all submittals during construction.
- conduct periodic construction progress meetings with the Owner
- participate in substantial completion inspections.
- obtain the Certificate of Occupancy.
- complete punch work and perform or provide all other services and tasks necessary to complete and close out the scope of work.

GUARANTEES AND WARRANTIES

In addition to turning over to Oconee County all manufacturers' warranties and guarantees for building supplies, equipment and appliances, the Proposer shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work or to the existing facility resulting there from, which shall appear within a period of one year from the date of final payment. The Proposer shall provide a two (2) year leak proof warranty on the roof, which will begin on the date of the Certificate of Occupancy.

DESIGN CONSTRUCTION GOALS

The purpose of this section is to describe key design requirements that the Proposer shall consider in structuring a price proposal. It is not the intent of this section to describe all design and construction requirements. The Proposer shall provide for all other design features, materials, parts and equipment not specifically called for herein that is necessary for a complete facility that is ready for occupancy.

WORK PROVIDED BY OTHERS (THE OWNER OR THE OCCUPANT)

- All Construction Testing and Site Testing, if required
- Furniture
- Telephone switch and telephones
- Voice and data cabling
- Security monitoring system

Square Footage – The single story facility should have approximately 5702 square feet of heated/cooled space.

Fire Safety – provide sprinkler protection (if required by code), built in, hardwired, rechargeable battery powered emergency lighting to facilitate safe movement and egress during power failures and fire separation between mixed occupancies, as required by code.

Exterior –

- Low maintenance landscape shrubs and plants and sod
- Roof – fiberglass shingle with 30-year warranty
- Minimal night lighting for walkways and parking lot that meets code
- Security lighting
- Possible asphalt paving or resurfacing of existing parking lot to include lined parking spaces.
- ADA entrance and accessible routes

Interior –

- Suspended ceilings shall provide sufficient space above the ceiling tiles for duct work, sprinklers, utilities and cable trays
- One coat of paint primer and two coats of premium interior paint
- ADA compliant bathrooms
- Small kitchen-break room – cabinetry, sink and space for refrigerator. County will provide refrigerator.

PROJECT DEVELOPMENT REQUIREMENTS

The County's plan to develop this project shall fall into four phases. The four major phases and goals for each phase are as follows:

1. SCHEMATIC PHASE

During this phase the designer/builder shall study the proposed designs and the site to rapidly evaluate the proposed design. Items to be completed in this phase include:

- round table discussions where concerns and ideas are adopted and formulated into final sketch plans of the site and building
- a rough cost estimate of the project within bounds of the sketch format
- The cost estimate, based upon all information developed in this phase, shall include the fee for design/build services for the second phase. It must be understood that the final consensus size, shape and architectural style must be clearly established during the schematic phase. If budget constraints require downsizing, or an alternate approach to this project, this must be settled during the schematic phase. This will require a substantial understanding of the County's priorities. Clear and concise communication and rapport will be an important qualification in the selection of the design/build team.

2. DESIGN DEVELOPMENT PHASE

This phase begins the development of the construction drawings and material specifications based upon the approved schematic phase. During this phase, the experience of the designer/builder is required to advise the County as to the best value for its money; i.e., roof materials and other major materials and their quality. Key decisions involving cost in these areas shall be discussed with the County to allow for input and selection of options wherever possible.

3. CONSTRUCTION DOCUMENTS

Upon approval of the design development documents, the design/builder shall prepare Construction documents that consist of, but not be limited to, drawings and specifications setting forth the detailed requirements for construction of the project. The construction documents shall constitute the basis of the construction contract. Working drawings will be prepared during this time.

The County will agree to using the ConsensusDOCS 400 series Design Build documents, including, without limitation, the *Standard Design-Build Agreement and General Conditions Between Owner and Design-Builder* (ConsensusDOCS 410) with revisions; see Section 4.9 Contract and Addenda A and B.

Upon the completion of the working drawings, the County shall negotiate a final construction cost with the designer/builder based upon all the developed plans and specifications.

Final products from this phase shall include:

- a complete set of working drawings and materials specifications
- a construction schedule
- a final negotiated construction cost for facility
- a construction contract

4. CONSTRUCTION PHASE

This phase is the actual construction of the facility based upon the negotiated contract and construction cost developed in Phase Three. The design/builder will be required to furnish a performance and payment bond in

the full amount of the final negotiated construction cost. During the construction, the County will inspect all materials and workmanship and require adherence to all working drawings and specifications developed in Phase Three. The design/builder shall be required to adhere to all national, state, and local codes and laws. Progress payments shall be as stipulated in the negotiated design/build contract from Phase Three.

- Upon completion of the construction, the Proposer shall provide a complete set of, County owned, as built drawings.

SECTION 4 PROPOSAL FORM

Name of Party making the Proposal: _____

To: Procurement Director for Oconee County

1. Pursuant to the Request for Proposals and the other Proposal documents contained in the Proposal package, the undersigned party making the Proposal, having become familiarized with the ConsensusDOCS 400 series Design Build documents, including, without limitation, the *Standard Design-Build Agreement and General Conditions Between Owner and Design-Builder* (ConsensusDOCS 410) with revisions; see Section 4.9 Contract and Addenda A and B provided in Section 7 of the Proposal Package, and having conducted a thorough inspection and evaluation of the local conditions affecting the performance of the services, hereby proposes and agrees to be bound by all the terms and conditions of the Agreement, if selected by the County, and agrees to perform, within the time stipulated, the services to be performed hereunder, including everything required to perform the services and complete in a good workmanlike manner all of the work required in connection with the following:

PROJECT: RFP 19-03 DESIGN BUILD SERVICES FOR WESTMINSTER MAGISTRATES OFFICE BUILDING

All in strict conformity with the Agreement, including all exhibits and addenda thereto, the undersigned party making the Proposal hereby submits the following Proposal items:

- A) A description of corporate qualifications and relevant experience of the undersigned, including, without limitation, a thorough summary of the undersigned's qualifications to perform the work required, the general qualifications and technical competency of the individuals in the firm, the specific qualifications and technical competency of the individuals to be involved in the project. Include the name and experience of the Project Manager, and a comprehensive list of similar projects he/she has completed in the past ten (10) years, to include the name and telephone number of the undersigned's contact persons for such projects. Attach as **Schedule A**.
- B) Letter from the Proposer's bonding company stating their bonding capability. Also include a list of recent projects' bonding amounts and list any claims filed against such bonds. Attach as **Schedule B**.
- C) A detailed description of the general experience of the firm and examples of specific experience on projects of similar scope. Describe what differentiates your company and proposal from your competitors. Questions and References detailed in Section 5 will be applicable to this Experience section for the Evaluation Criteria. Attach as **Schedule C**.
- D) A detailed description of how the project is to be approached and completed. Address all items requested in Section 3. Attach as **Schedule D**.
- E) A preliminary schedule to complete the required work based upon an estimated start date of **April 22, 2020**. Clearly state a proposed schedule to meet the deadline of **October 19, 2020**. Also address undersigned's overall workload during this period and availability to meet stated deadline. Attach as **Schedule E**.
- F) The name, experience and percentage of work to be performed by any subcontractors who shall receive any subcontract. Attach as **Schedule F**.

G) Due to the scope of this project, compensation shall be based on the selected firm's proposed fee schedule. Responding firms shall include in the proposal a proposed fee schedule for all four phases for this Design Build Project. Upon award of this project, the selected firm shall be immediately available to negotiate a firm contract based on his proposal for each phase. It shall be necessary for all design/build fees to be disclosed in this proposal.

Fees shall be submitted as follows:

Phase One – Schematic	Firm Fixed Fee
Phase Two – Design Development	Firm Fixed Fee
Phase Three – Construction Documents	May be a Fixed Fee or a % of the guaranteed maximum construction price
Phase Four – Construction	State your % profit markup above actual construction cost

Attach as **Schedule G**.

H) Attach as **Schedule H** a statement that the undersigned will comply with the insurance requirements stated in General Information, section (6) (o).

2. Each individual Proposal shall be evaluated based on the requirements and specifications and all other portions of the Proposal documents, and shall include all items necessary to perform the services, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of all obligations of the Agreement and all supplies, transportation, facilities, equipment, labor, and services required to perform and complete the work, and any and all bonds, insurance and submittals, pursuant to the requirements of the Proposal Package, including, but not limited to, the Agreement and all Proposal documents, whether or not expressly listed or designated.
3. It is understood that the County reserves the right to reject this Proposal and that this Proposal shall remain open and not be withdrawn for the period specified in the Request for Proposals.
4. It is understood and agreed that if written notice of award of contract is mailed, transmitted by facsimile, or delivered to the party making the Proposal after the opening of the Proposal, and within the time this Proposal is required to remain open, or at any time thereafter before this Proposal is withdrawn, the party making the Proposal will execute and deliver to the County the Agreement, as well as certificates of insurance on or before the tenth (10th) day after the mailing of said notice. The party making the Proposal further agrees that the work under the Agreement shall be commenced by the party making the Proposal, if awarded the contract, on or before the tenth (10th) day following receipt of County's Notice to Proceed.
5. It is understood and agreed that should the party making the Proposal fail or refuse to return executed copies of the Agreement and required bonds and insurance certificates to the County within the time specified, the Proposal security shall be forfeited to the County.
6. The undersigned hereby warrants that the party making the Proposal has all required licenses, if any, that such license(s) entitles the party making the Proposal to provide the services, that such license(s) will be in full force and effect throughout the duration of performance under the Agreement, and that any and all sub-contractors to be employed by the undersigned will have appropriate licenses.
7. The party making the Proposal hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of set forth in Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended, and the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the party making the Proposal shall indemnify, hold harmless and defend the County against any and all actions, proceedings, penalties or claims arising out of the party making the Proposal's failure to comply strictly with the IRCA.

8. It is understood and agreed that if requested by the County, the party making the Proposal shall furnish additional notarized financial statements, references, and other information required by the County sufficiently comprehensive to permit an appraisal of the party making the Proposal's ability to perform the Agreement.
9. The undersigned hereby warrants that all services shall be completed in a timely fashion pursuant to the Agreement. Time is of the essence.
10. The undersigned warrants that the required Non-Collusion Affidavit has been properly executed, notarized and is attached.

THE UNDERSIGNED hereby declares that all of the representations of this Proposal are made under penalty of perjury under the laws of the State of South Carolina.

(Name of Corporation or Entity)

By: _____

Date: _____

Print Name: _____

Title: _____

SCHEDULE A

Statement of Qualifications

SEE ATTACHED

SCHEDULE B

Bonding Capability

SEE ATTACHED

SCHEDULE C

Experience & References

SEE ATTACHED

SCHEDULE D

Project Description

SEE ATTACHED

SCHEDULE E

Proposed Schedule

SEE ATTACHED

SCHEDULE F

Subcontractor Information

SEE ATTACHED

SCHEDULE G

Compensation

SEE ATTACHED

SCHEDULE H
Statement of Insurance
SEE ATTACHED

SECTION 5
INFORMATION REQUIRED OF PARTY MAKING THE PROPOSAL

THIS SECTION MUST BE FULLY COMPLETED

The party making the Proposal shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the Proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "Your" as used herein refers to the Party making the Proposal's firm and any of its owners, officers, directors, shareholders, parties or principals. County has discretion to request additional information depending on the Project.

1. Firm name and address: _____

2. Telephone No.: _____

3. Type of Entity: (check one) Individual ____ Partnership ____ Corporation ____
Limited Liability Company ____ Other _____

4. License No. (if any) _____

Class: _____

Name of license holder _____

D-U-N-S Number _____

5. Have you or any of your principals ever been licensed under a different name or different license number? _____ Response must include information pertaining to principals' association outside of the firm.

If Yes, give name and license number: _____

6. Names and titles of all principals of the firm:

_____	_____
_____	_____
_____	_____
_____	_____

7. Number of years in the industry: _____

8. Has your firm or any of its principals defaulted so as to cause a loss to a surety? Response must include information pertaining to principals' association outside of the firm. _____ If the answer is "Yes," give dates, names and address of surety and details. _____

9. Have you or any of your principals been assessed damages for any services rendered in the past three (3) years? Response must include information pertaining to principals' association outside of the firm. _____

If Yes, explain: _____

10. Have you or any of your principals been in litigation or arbitration or a dispute of any kind on a question or questions relating to services rendered during the past three (3) years? Response must include information pertaining to principals' association outside of the firm. _____

If Yes, provide name of public agency and details of the dispute. _____

11. Have you or any of your principals ever failed to complete a contract in the last three (3) years?

Response must include information pertaining to principals' association outside of the firm. _____

If so, give details: _____

12. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the County? _____

If so, please elaborate. _____

13. List of References:
Contracts of similar nature within the last three (3) years. County has discretion to require more than three (3) references.

Name: _____

Address and Telephone: _____

Contact Person: _____

Type of Contract: _____

Dates of commencement and
Completion of Contract: _____

Contract Amount: _____

Name: _____

Address and Telephone: _____

Contact Person: _____

Type of Contract: _____

Dates of commencement and
Completion of Contract: _____

Contract Amount: _____

Name: _____

Address and Telephone: _____

Contact Person: _____

Type of Contract: _____

Dates of commencement and
Completion of Contract: _____

Contract Amount: _____

14. Where is your nearest office to Oconee County, South Carolina?

15. Name(s) and bios of person(s) who will serve as our contact.

16. How many employees are in your company? _____

17. Name, phone number and email for person who will be the main contact for any questions arising from this RFP: _____

I certify and declare under penalty of perjury under the laws of the State of South Carolina that the foregoing Information Required of the Party Making the Proposal provided by me herein is true and correct. Executed this ____ day of _____, 20__.

(Name of Corporation or Entity)

By: _____

Print Name: _____

Title: _____

SECTION 6 OTHER

All inquiries concerning this proposal shall be addressed to:

Tronda C. Popham, Procurement Director
Oconee County Procurement Office
415 South Pine Street
Walhalla, SC 29691
Telephone: (864) 638-4141
Fax: (864) 638-4142
E-mail: tpopham@oconeesc.com

Contact with other departments or County representatives without permission of the Procurement Director may render your proposal void.

SECTION 7. CONTRACT

Proposers should thoroughly review and be familiar with the ConsensusDOCS® 400 series Design Build documents, including, without limitation, the *Standard Design-Build Agreement and General Conditions Between Owner and Design-Builder* (ConsensusDOCS 410) (hereinafter collectively referred to as the “Design-Build Contract”). Please note that the County does not own the Design-Build Contract.

To be eligible for consideration, and as set forth in Addendum A, Proposer shall certify in writing that the Proposer will purchase the ConsensusDOCS® 400 series, if necessary, which shall be used, as amended, as the agreement for this project.

The additions and deletions that shall be incorporated into the Design-Build Contract are attached hereto as Addendum B.

Addendum A

CONTRACT STATEMENT

Pursuant to the Request for Proposals, the undersigned party making the Proposal (“Proposer”), having become familiarized with the Contract Documents, including, without limitation, this Request for Proposals and the Design-Build Contract, as amended, and having conducted a thorough review and evaluation of the performance of the services under the Contract Documents, hereby proposes and agrees to be bound by all the terms and conditions of the Contract Documents, including all exhibits and Addenda thereto, if selected by the County.

It is understood and agreed that the Proposer shall purchase the ConsensusDOCS® 400 series, if necessary, which shall be used, as amended, as the agreement for this project.

(Name of Corporation or Entity)

By: _____

Print Name: _____

Date: _____

Title: _____

Addendum B

REVISIONS

The following revisions amend or supplement the *Standard Design-Build Agreement and General Conditions Between Owner and Design-Builder* (ConsensusDOCS® 410) (hereinafter referred to as “ConsensusDOCS® 410”). The remaining terms and provisions of ConsensusDOCS® 410 not specifically amended or supplemented will be in full force and effect. All terms and provisions of ConsensusDOCS® 410 inconsistent herewith are hereby superseded, to the extent of such inconsistency only.

ARTICLE 1. AGREEMENT

(Except for identification of date, Owner, Design-Builder, and Project, this Article is not Amended.)

ARTICLE 2. GENERAL PROVISIONS

Delete §2.1 in its entirety and insert the following in its place:

TEAM RELATIONSHIP The Owner and the Design-Builder agree to proceed with the Project on the basis of trust, good faith and fair dealing and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner, including consideration of design modifications and alternative materials or equipment that will permit the Work to be constructed within the Guaranteed Maximum Price (GMP) and by the Dates of Substantial Completion and Final Completion if they are established by Amendment No. 1. The Design-Builder agrees to procure or furnish, as permitted by the law of South Carolina, the design phase services and construction phase services as set forth below.

Delete §2.2 in its entirety and insert the following in its place:

ARCHITECT/ENGINEER Architectural and engineering services shall be procured from licensed, independent design professionals retained by the Design-Builder or furnished by licensed employees of the Design-Builder, as permitted by the law of South Carolina. The person or entity providing architectural and engineering services shall be referred to as the Architect/Engineer. If the Architect/Engineer is an independent design professional, the architectural and engineering services shall be procured pursuant to a separate agreement between the Design-Builder and the Architect/Engineer. The Architect/Engineer for the Project is [to be filled in as determined by the selection under the Request for Proposals].

Delete §2.4.9 in its entirety and insert the following in its place:

The term Overhead shall mean 1) payroll costs and other compensation of Design-Builder employees in the Design-Builder's principal and branch offices; 2) general and administrative expenses of the Design-Builder's principal and branch offices including deductibles paid on any insurance policy, charges against the Design-Builder for delinquent payments, and costs related to the correction of defective work; and 3) the Design-Builder's capital expenses, including interest on capital used for the Work.

ARTICLE 3. DESIGN-BUILDER'S RESPONSIBILITIES

Delete §3.1.5 in its entirety and insert the following in its place:

PLANNING PERMITS The Design-Builder shall obtain and pay for all planning permits necessary for the construction of the Project.

Delete §3.1.8.2 in its entirety and insert the following in its place:

COPYRIGHT The Parties agree that the Owner shall obtain ownership of the copyright of all Documents. The Owner's acquisition of the copyright for all Documents shall be subject to the making of payments as required by Paragraph 3.1.8.1 and the payment of the fee reflecting the agreed value of the copyright set forth below: None.

Delete §3.6.5 (Hazardous Materials) in its entirety.

Delete §3.6.6 (Hazardous Materials) in its entirety.

ARTICLE 4. OWNER'S RESPONSIBILITIES

Delete §4.5 (Tax Exemption) in its entirety.

ARTICLE 5. SUBCONTRACTS

(Except for identification of date, Owner, Design-Builder, and Project, this Article is not Amended.)

ARTICLE 6. TIME

Delete §6.3.2 (Delays in Work) in its entirety.

Delete §6.4.1 in its entirety and insert the following in its place:

SUBSTANTIAL COMPLETION The Owner and the Design-Builder agree that this Agreement **shall not** provide for the imposition of liquidated damages based on the Date of Substantial Completion.

Delete §6.4.1.1 in its entirety.

Delete §6.4.2 in its entirety and insert the following in its place:

FINAL COMPLETION The Owner and the Design-Builder agree that this Agreement **shall** provide for the imposition of liquidated damages based on the Date of Final Completion.

Delete §6.4.3 in its entirety and insert the following in its place:

The Design-Builder understands that if the Date of Final Completion established by this Amendment No. 1 is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Design-Builder agrees that if the Date of Final Completion is not attained, the Design-Builder shall pay the Owner Eighty Dollars (\$80) as liquidated damages for each Day that Final Completion extends beyond the Date of Final Completion.

Delete §6.5 in its entirety and insert the following in its place:

LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in Paragraph 6.4 and excluding losses covered by insurance required by the Contract Documents, the Owner and the Design-Builder agree to waive all claims against each other for any consequential damages that may

arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. The Owner agrees to waive damages including but not limited to principal office overhead and expenses, loss of profits not related to this Project, loss of reputation, or insolvency. The Design-Builder agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this Paragraph shall also apply to the termination of this Agreement and shall survive such termination. The following items of damages are excluded from this mutual waiver:

The Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit or financing related to the Project, as well as the loss of business and loss of financing.

ARTICLE 7. COMPENSATION

Delete §7.1.4 (Design Phase Compensation) in its entirety.

Delete §7.1.7 (Design Phase Compensation) in its entirety.

Delete §7.4.1 (Adjustment in Design-Builder's fee) in its entirety.

Delete §7.4.2 (Adjustment in Design-Builder's fee) in its entirety.

ARTICLE 8. COST OF THE WORK

Delete the introductory sentence to the Article in its entirety and replace with the following:
Subject to the GMP the Owner agrees to pay the Design-Builder for the Cost of the Work as defined in this Article. This payment shall be in addition to the Design-Builder's Fee stipulated in Paragraph 7.3.

ARTICLE 9. CHANGES IN THE WORK

Delete §9.1.2 in its entirety and insert the following in its place:

Each adjustment in the GMP or estimated Cost of the Work resulting from a Change Order shall clearly separate the amount attributable to compensation for Design Phase services, other Cost of the Work and the Design-Builder's Fee, with the Design-Builder's Fee not to exceed _____ percent (_____%). (This percentage will be the same as the percentage proposed for Phase 4, in Section 4.7 of Design-Builder's response.)

Delete §9.4 in its entirety and insert the following in its place:

UNKNOWN CONDITIONS If in the performance of the Work the Design-Builder finds latent, concealed or subsurface physical conditions which materially differ from the conditions the Design-Builder reasonably anticipated, or if physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Agreement, if the Owner decides to proceed, then the GMP, estimated Cost of the Work, the Design-Builder's Fee, the Date of Substantial Completion or the Date of Final Completion, and if appropriate the compensation for Design Phase services, shall be equitably adjusted by Change Order within a reasonable time after the conditions are first observed. The

Design-Builder shall provide the Owner with written notice within the time period set forth in Paragraph 9.6.

Delete §9.5.2 in its entirety and insert the following in its place:

If unit prices are indicated in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to the Owner, such unit prices shall be equitably adjusted.

ARTICLE 10. PAYMENT FOR CONSTRUCTION PHASE SERVICES

Delete §10.2 in its entirety and insert the following in its place:

RETAINAGE From each progress payment made prior to the time of Substantial Completion, the Owner may retain _____ percent (_____ %) of the amount otherwise due after deduction of any amounts as provided in Paragraph 10.3, and in no event shall such percentage exceed any applicable statutory requirements. (The percentage of retainage will be negotiated based on the compensation percentage stated for Phase 4 of Section 4.7 of Design-Builder's response) If the Owner chooses to use this retainage provision:

ARTICLE 11. INDEMNITY, INSURANCE, BONDS, AND WAIVER OF SUBROGATION

Delete §11.1.2 (Indemnity) in its entirety.

Delete §11.2 and all of its subsections (11.2.1, 11.2.1.1, 11.2.1.2, 11.2.1.3, 11.2.2, 11.2.3, and 11.2.4) in their entirety and insert the following in their place:

11.2.1 Prior to the start of the Work, the Design-Builder shall procure and maintain in force Commercial General Liability Insurance, Business Commercial Automobile Liability Insurance, and Workers' Compensation Insurance. These policies shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. Policies shall be written with at least the following limits of liability:

11.2.1.1 Commercial General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.

Minimum Limits:

\$2,000,000 General Aggregate Limit

\$2,000,000 Products & Completed Operations

\$1,000,000 Personal & Advertising Injury

\$1,000,000 Each Occurrence Limit

\$50,000 Fire Damage Limit

\$5,000 Medical Expense Limit

11.2.1.2 Business Commercial Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the consultant, his agents, representatives, employees or subcontractors.

Minimum Limits:

\$1,000,000 Combined Single Limit

\$1,000,000 Each Occurrence Limit

\$5,000 Medical Expense Limit

11.2.1.3 Workers' Compensation

Limits as required by the Workers' Compensation Act of SC, to include state's endorsement for businesses outside of SC. Employer's Liability, \$1,000,000.

11.2.2 The Design-Builder shall maintain in effect all insurance coverage required under Subparagraph 11.2.1 with the following provisions:

11.2.2.1 All deductibles or self-insured retention shall appear on the certificate(s).

11.2.2.2 Oconee County, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.

11.2.2.3 The Design-Builder's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.

11.2.2.4 The Design-Builder shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.

11.2.2.5 All coverage for subcontractors of the Design-Builder shall be subject to all of the requirements stated herein.

11.2.2.6 All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the Design-Builder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

11.2.2.7 Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.

11.2.2.8 The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.

11.2.2.9 The Design-Builder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.

11.2.2.10 All insurance shall be placed with insurers who are lawfully authorized to do business in the state of SC, and who maintain an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from the County's Risk Manager.

Delete §11.3.2 in its entirety and insert the following in its place:

If the Owner does not intend to purchase the property insurance required by this Agreement, including all of the coverages and deductibles described herein, the Owner shall give written notice to the Design-Builder and the Architect/Engineer before the Work is commenced. The Design-Builder may then provide insurance to protect its interests and the interests of the Subcontractors and Sub-subcontractors, including the coverage of deductibles. The cost of this insurance shall be charged to the Owner in a Change Order.

Delete §11.3.4 in its entirety and insert the following in its place:

The Design-Builder shall indemnify and hold harmless the *Owner* against any and all liability, claims, demands, damages, losses and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of *Owner's* existing adjacent property that may arise from the performance of the Work, to the extent of the negligent acts or omissions of the Design-Builder, Subcontractor or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

Delete §11.5.1 in its entirety and insert the following in its place:

The Owner **shall** require the Design-Builder to purchase and maintain liability coverage, primary to Owner's coverage under Subparagraph 11.4.2.

Delete §11.5.2 in its entirety and insert the following in its place:

The additional liability coverage required of the Design-Builder in §11.5.1 shall be as follows: Additional Insured. Owner shall be named as an additional insured on Design-Builder's Commercial General Liability Insurance specified, for operations and completed operations, but only with respect to liability for bodily injury, property damage or personal and advertising injury to the extent caused by the negligent acts or omissions of Design-Builder, or those acting on Design-Builder's behalf, in the performance of Design-Builder's Work for Owner at the Worksite.

Delete §11.6 in its entirety and insert the following in its place:

ROYALTIES, PATENTS AND COPYRIGHTS The Design-Builder shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Design-Builder and incorporated in the Work. The Design-Builder shall defend, indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

Delete §11.7 in its entirety and insert the following in its place:

PROFESSIONAL LIABILITY INSURANCE The Design-Builder shall obtain, either itself or through the Architect/Engineer, professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, which shall be:

General Office Coverage

Project Specific Professional Liability Insurance

written for not less than \$1,000,000.00 per claim and in the aggregate with a deductible not to exceed \$1,000,000.00. The Professional Liability Insurance shall include prior acts coverage sufficient to cover all services rendered by the Architect/Engineer. This coverage shall be continued in effect for one year after the Date of Substantial Completion.

Delete §11.8.1 in its entirety and insert the following in its place:

Performance and Payment Bonds are required of the Design-Builder. Such bonds shall be issued by a surety admitted in South Carolina and must be acceptable to the Owner.

Delete §11.8.2 in its entirety and insert the following in its place:

Such Performance Bond shall be issued in the penal sum equal to one-hundred percent (100%) of the GMP (If there is no GMP, then the agreed estimated cost of the Project, including design and construction). Such Performance Bond shall cover the cost to complete the Work, but shall not cover any damages of the type specified to be covered by the insurance pursuant to Paragraph 11.2 and Paragraph 11.3, whether or not such insurance is provided or is in an amount sufficient to cover such damages.

ARTICLE 12. SUSPENSION AND TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM DESIGN-BUILDER'S RESPONSIBILITIES

Delete §12.3 in its entirety and insert the following in its place:

TERMINATION BY OWNER WITHOUT CAUSE If the Owner terminates this Agreement other than as set forth in Paragraph 12.2, the Owner shall pay the Design-Builder for all Work executed and for all proven loss, cost or expense in connection with the Work, plus all demobilization costs.

Delete §12.3.1 in its entirety.

Delete §12.3.2 in its entirety.

Delete §12.3.3 in its entirety.

ARTICLE 13. DISPUTE RESOLUTION

Delete §13.3 (Mitigation) and all of its subsections (13.3.1 and 13.3.2) in their entirety.

ARTICLE 14. MISCELLANEOUS PROVISIONS

Delete §14.1 in its entirety and insert the following in its place:

ASSIGNMENT Neither the Owner nor the Design-Builder shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns and legal representatives. Neither Party to this Agreement shall assign the Agreement as a whole without written consent of the other. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under the Agreement, unless otherwise agreed by the other Party.

ARTICLE 15. EXISTING CONTRACT DOCUMENTS

(Except for identification of Exhibit, if any, this Article is not Amended.)



